

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
FLORENCE DIVISION

TRAVELERS INDEMNITY COMPANY) C.A. No. 4:03-2602-TLW
OF ILLINOIS,)
)
)
Plaintiff,)
)
)
vs.) **WRITTEN OPINION AND ORDER**
)
)
ALONZO PEARSON AND DORETHA)
PEARSON,)
)
)
Defendants.)
)
)

In the instant declaratory judgment action, plaintiff Travelers Indemnity Company of Illinois (“Travelers”) seeks a judicial determination of whether defendants Alonzo Pearson and Doretha Pearson (“the Pearsons”) may claim underinsured motorist coverage under a policy issued to Schneider National, Inc. (“Schneider”), the company to whom Alonzo Pearson leased his tractor-trailer. The plaintiff generally alleges that coverage under the above-identified underinsured motorist policy does not exist.

On October 8, 2004, Travelers filed a motion for summary judgment. In its motion, Travelers asserts that no underinsured motorist coverage exists under the instant policy for the following reasons: (i) the policy is not insurance, as there was no transfer of risk; (ii) assuming the policy qualifies as insurance, there was a meaningful offer made, which was rejected by Schneider; and (iii) because Schneider is a sophisticated party, with a sophisticated agent, it is exempt from South Carolina statutes requiring that a meaningful offer of underinsured motorist coverage be made.

The defendants, who are represented by legal counsel, have not filed any memorandum in opposition to the plaintiff's motion for summary judgment.

Therefore, after careful consideration, without opposition, and for the reasons cited by the plaintiff in its memorandum in support of its motion, the plaintiff's motion for summary judgment is **GRANTED**. (Doc. # 14).

IT IS SO ORDERED.

s/ Terry L. Wooten
Terry L. Wooten
United States District Court Judge

July 13, 2005
Florence, South Carolina